

The Honorable Robert S. Lasnik

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

HILDA L. SOLIS, Secretary of Labor,
United States Department of Labor,

Plaintiff,

v.

GREAT DRAGON, Inc., a corporation dba
King Buffet; SUPER CHINA BUFFET, Inc., a
corporation; XIU LAN CHEN, individually;
and YUN CHENG ZHENG, individually,

Defendants.

No. C 09-1737-RSL

CONSENT JUDGMENT



09-CV-01737-JSR

I

Plaintiff has filed her Complaint and Defendants have appeared by counsel and, without admitting any of the allegations in the Complaint, have agreed to the entry of this Judgment without contest. Therefore, upon motion of the parties and for cause shown:

IT IS ORDERED, ADJUDGED AND DECREED that Defendants, their officers, agents, servants, employees, and all persons acting or claiming to act in their behalf and interest be, and they hereby are, permanently enjoined and restrained from violating the provisions of

Sections 15(a)(2) and 15(a)(5) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C.

CONSENT JUDGMENT

Solis v. Great Dragon, Inc., et al, C 09-1737-RSL

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Office of the Solicitor
U.S. Department of Labor
1111 Third Avenue, Suite 945
Seattle, Washington 98101
(206) 553-0940

201 et. seq.), hereinafter referred to as the Act, in any of the following manners:

(1) Defendants shall not, contrary to § 7 of the Act, employ any of their employees engaged in commerce, or in the production of goods for commerce, or in an enterprise engaged in commerce or in the production of goods for commerce, for a workweek longer than forty (40) hours unless the employee receives compensation for his/her employment in excess of forty (40) hours at a rate not less than one and one-half times his/her regular rate at which he/she is employed, and

(2) Defendants shall not, contrary to § 6 of the Act, employ any employees engaged in commerce, or in the production of goods for commerce, or in an enterprise engaged in commerce or in the production of goods for commerce, at an hourly rate less than the federal minimum wage, and

(3) Defendants shall not, contrary to § 11 of the Act, fail to make, keep and preserve records of their employees and of the wages, hours and other conditions and practices of employment maintained by them, and, upon request, to provide those records to a duly authorized representative of the Administrator, as prescribed by the regulations duly promulgated under said § 11(c) of the Act at 29 C.F.R Part 516.

IT IS FURTHER ORDERED that the Plaintiff recover from Defendants the total sum of \$420,000.00, which represents (1) \$207,500.00 in minimum wage and overtime back wage compensation and \$207,500.00 in liquidated damages to the Defendants' employees as listed and allocated in the attached Exhibit A; and (2) \$5,000.00 in civil monetary penalties payable to the U.S. Department of Labor. Defendants will be responsible for computing and paying all relevant employer payroll taxes, including any applicable federal, state or local taxes. All payments shall be by certified check in the net amount and shall be accompanied by a list of the

1 employees for whom the check represents back wage payment and liquidated damages; their
2 Social Security Numbers, if known; and the employer legal deductions made from the gross
3 amounts due, if applicable.

4 Payments shall be made as follows: (1) an initial payment of \$120,000.00, representing
5 \$60,000.00 in back wages and \$60,000.00 in liquidated damages, made within 60 days of the
6 date that this Consent Judgment is entered; (2) twenty seven (27) monthly installments of
7 \$10,700.00 beginning on the 90th day after this Consent Judgment is entered and continuing
8 every 30 days thereafter, plus 3% annual interest on the declining unpaid balance (with such
9 interest beginning to accrue on the 60th day after the entry of this Consent Judgment); and (3) a
10 28th and final payment of \$6,100.00 in compensation (\$3,050.00 in back wages and \$3,050.00 in
11 liquidated damages) plus 3% annual interest as calculated above, plus \$5,000.00 in civil
12 monetary penalties to the U.S. Department of Labor. (No interest will be owed on the civil
13 monetary penalties.) The payment amounts are set forth in the attached Exhibit B. The
14 Defendants may pay the remaining balance in full at any time with no additional penalty or
15 interest.

16 All payments shall be by certified check made payable to the U.S. Department of
17 Labor/ESA, Wage-Hour Division, sent to U.S. Department of Labor/ESA, Wage Hour
18 Division, 1111 Third Avenue, Suite 755, Seattle, Washington 98101. Said checks will include
19 or be accompanied by a letter including the case name, *Solis v. Great Dragon, Inc., et al.*,
20 U.S.D.C. for the Western District of Washington, C09-1737 RSL, the employer's tax
21 identification number(s), and the list of deductions described above.

22 Plaintiff shall distribute the monies paid by Defendants under this Judgment to the
23 employees identified in Exhibit A attached hereto or their estates if that is necessary. Any money
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1 not so paid within three (3) years because of inability to locate said employees or because or
2 their refusal to accept said proceeds shall be deposited forthwith with the Treasurer of the United
3 States pursuant to 28. U.S.C. § 2041.

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5 II

6 **IT IS FURTHER ORDERED** that if the Defendants are more than 20 days late in
7 making the payments as set forth above, the Court shall appoint a Receiver. The Secretary shall
8 provide the Court with the names of potential Receivers. The Court may appoint the Receiver
9 from those offered by the Secretary or may appoint another Receiver at its discretion.

10
11 Defendants shall produce to the Court appointed Receiver all books and records and any
12 other information the Receiver requires to carry out the provisions of this Judgment. In addition,
13 the Defendants shall submit to a sworn accounting by an independent certified public accountant
14 and/or the Receiver, and shall testify if the accountant or Receiver so decides.

15
16 The Receiver shall serve until the payment of the monetary terms of this Judgment are
17 satisfied. Defendants shall bear the full costs and expenses of the Receiver and any accountant
18 retained pursuant to the terms of the above paragraph.

19
20 The Receiver shall have full authority to: collect the Defendants' assets and report his/her
21 findings to the Court and the parties; to redeem and/or liquidate the Defendants' assets and turn
22 over the proceeds to the Secretary; if the asset is a debt that is due, to collect it and turn over the
23 proceeds to the Secretary; to analyze all transfers of the Defendants' assets; to prevent waste or
24 fraud; and to do all acts and take all measures necessary or proper for the efficient performance
25 of the duties under this Judgment and Order.

26 III

27 **IT IS FURTHER ORDERED** that the rights, if any, of Defendants' employees or ex-

1 employees who are not specifically mentioned in Exhibit A to this Judgment to back wages
2 under the Act are neither affected nor extinguished by this Judgment and neither party to this
3 action intends or contemplates that the Judgment entered in this action will affect such rights, if
4 any, or any defenses available to Defendants; and
5

6 **IT IS FURTHER ORDERED** that each party shall bear its own fees and other expenses
7 incurred by such party in connection with any stage of this proceeding.

8 Dated this 25th day of January, 2011.
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11 _____
12 Robert S. Lasnik,
13 UNITED STATES DISTRICT JUDGE
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Presented by:

**UNITED STATES DEPARTMENT OF
LABOR**

M. Patricia Smith
Solicitor of Labor

Lawrence Brewster
Regional Solicitor

Bruce L. Brown
Associate Regional Solicitor

By Matthew L. Vadnal
Matthew L. Vadnal, Trial Attorney
1111 Third Ave., Suite 945
Seattle, WA 98101
206-553-0940 X 8002

Dated: 24 January 2011

Entry of this Judgment is hereby Consented
to:

Yun Cheng Zheng
Yun Cheng Zheng, individually and as
authorized representative of Great Dragon, Inc.

Dated: 1/19/11

Xai Lan Chen
Xai Lan Chen, individually and as
authorized representative of Super China
Buffet, Inc.

Dated: 1/19/11

APPROVED AS TO FORM,

By Jeffrey B. Youmans
Jeffrey B. Youmans
Davis Wright Tremaine LLP
1201 Third Avenue, Suite 2200
Seattle, WA 98101
206-622-3150

Attorney for Defendants

Dated: 1/21/11

Exhibit "A"

| Employee | Backwages | Liquidated Damages | Total |
|-------------------------|------------------|---------------------------|--------------|
| Arturo, Pena | \$ 94.22 | \$ 94.22 | \$ 188.44 |
| Cao, Hong Yu | \$ 4,190.90 | \$ 4,190.90 | \$ 8,381.80 |
| Chen, Cai Gui | \$ 5,087.77 | \$ 5,087.77 | \$ 10,175.54 |
| Chen, Tian Jun | \$ 1,336.74 | \$ 1,336.74 | \$ 2,673.48 |
| Chen, Yun | \$ 6,826.52 | \$ 6,826.52 | \$ 13,653.04 |
| Chen, Zu Cheng | \$ 1,664.10 | \$ 1,664.10 | \$ 3,328.20 |
| Chu, Han Chen | \$ 1,224.74 | \$ 1,224.74 | \$ 2,449.48 |
| Fryer from Sichuan | \$ 1,096.54 | \$ 1,096.54 | \$ 2,193.08 |
| Garcia, Jose | \$ 116.17 | \$ 116.17 | \$ 232.34 |
| Garcia, Jose F. Alfonso | \$ 6,665.53 | \$ 6,665.53 | \$ 13,331.06 |
| Gudino, Mazzo Jose | \$ 258.94 | \$ 258.94 | \$ 517.88 |
| He, Bi Zhi | \$ 4,725.51 | \$ 4,725.51 | \$ 9,451.02 |
| He, Wen Liang | \$ 1,364.55 | \$ 1,364.55 | \$ 2,729.10 |
| Hernandez, Oscar | \$ 226.82 | \$ 226.82 | \$ 453.64 |
| Hou, Sha Mei | \$ 6,729.80 | \$ 6,729.80 | \$ 13,459.60 |
| Jiang, Hong | \$ 2,373.06 | \$ 2,373.06 | \$ 4,746.12 |
| Jiang, Yun | \$ 7,096.18 | \$ 7,096.18 | \$ 14,192.36 |
| Jin, Yu Yun | \$ 3,796.41 | \$ 3,796.41 | \$ 7,592.82 |
| Lin, Mei Xiang | \$ 2,337.32 | \$ 2,337.32 | \$ 4,674.64 |
| Lin, Min Han | \$ 3,411.65 | \$ 3,411.65 | \$ 6,823.30 |
| Lin, Shu Min | \$ 741.47 | \$ 741.47 | \$ 1,482.94 |
| Lin, Song | \$ 5,241.38 | \$ 5,241.38 | \$ 10,482.76 |
| Lin, Ying | \$ 5,241.38 | \$ 5,241.38 | \$ 10,482.76 |
| Lin, Yong | \$ 439.04 | \$ 439.04 | \$ 878.08 |
| Little Wu, Everett | \$ 1,543.03 | \$ 1,543.03 | \$ 3,086.06 |

Exhibit "A"

| Employee | Backwages | Liquidated Damages | Total |
|-----------------------------------|------------------|---------------------------|--------------|
| Liu, Chun Ling | \$ 756.07 | \$ 756.07 | \$ 1,512.14 |
| Liu, Hui Qiong | \$ 4,932.09 | \$ 4,932.09 | \$ 9,864.18 |
| Liu, Sai Zhu | \$ 1,866.90 | \$ 1,866.90 | \$ 3,733.80 |
| Lopez, Modesto D. | \$ 229.62 | \$ 229.62 | \$ 459.24 |
| Luo, San Di | \$ 277.00 | \$ 277.00 | \$ 554.00 |
| Ma, Xiao Ni | \$ 6,161.96 | \$ 6,161.96 | \$ 12,323.92 |
| Manzo Oliveros Jose | \$ 579.19 | \$ 579.19 | \$ 1,158.38 |
| Master Li | \$ 3,147.78 | \$ 3,147.78 | \$ 6,295.56 |
| Mexican #1, Everett | \$ 555.98 | \$ 555.98 | \$ 1,111.96 |
| Mexican #2, Everett | \$ 856.37 | \$ 856.37 | \$ 1,712.74 |
| Mexican #3, Everett | \$ 700.31 | \$ 700.31 | \$ 1,400.62 |
| Mexican #4, Everett | \$ 300.39 | \$ 300.39 | \$ 600.78 |
| Mexican Dishwasher, Shoreline | \$ 606.05 | \$ 606.05 | \$ 1,212.10 |
| Mexican Kitchen Helper, Shoreline | \$ 960.65 | \$ 960.65 | \$ 1,921.30 |
| Mexican, Marysville | \$ 363.63 | \$ 363.63 | \$ 727.26 |
| Mike, Shoreline | \$ 3,759.06 | \$ 3,759.06 | \$ 7,518.12 |
| Novberto, Say Robles Rufino | \$ 236.17 | \$ 236.17 | \$ 472.34 |
| Old Rong, Everett | \$ 1,670.25 | \$ 1,670.25 | \$ 3,340.50 |
| Pineda, Catalino Adon Peralta | \$ 8,336.59 | \$ 8,336.59 | \$ 16,673.18 |
| Sanchez, Jose | \$ 116.17 | \$ 116.17 | \$ 232.34 |
| Sandy, Marysville | \$ 5,261.53 | \$ 5,261.53 | \$ 10,523.06 |
| Santos Cruz, Douglas Ernesto | \$ 1,050.68 | \$ 1,050.68 | \$ 2,101.36 |
| Sun, Jian | \$ 1,099.82 | \$ 1,099.82 | \$ 2,199.64 |
| Sun, Qiu Yue | \$ 1,450.70 | \$ 1,450.70 | \$ 2,901.40 |
| Sun, the Wok Cook | \$ 1,317.89 | \$ 1,317.89 | \$ 2,635.78 |

Exhibit "A"

| Employee | Backwages | Liquidated Damages | Total |
|---------------------------|------------------|-------------------------------|--------------|
| Sun, Yan | \$ 1,806.11 | \$ 1,806.11 | \$ 3,612.22 |
| Tan, Xiao Yun | \$ 756.07 | \$ 756.07 | \$ 1,512.14 |
| Tang, Xiao Rong | \$ 2,763.80 | \$ 2,763.80 | \$ 5,527.60 |
| Torres, Jose Abraham | \$ 7,044.28 | \$ 7,044.28 | \$ 14,088.56 |
| Torres, Maria Hilda | \$ 8,336.59 | \$ 8,336.59 | \$ 16,673.18 |
| Waitperson #1, Marysville | \$ 4,022.73 | \$ 4,022.73 | \$ 8,045.46 |
| Waitperson #2, Marysville | \$ 4,341.32 | \$ 4,341.32 | \$ 8,682.64 |
| Wendy, Marysville | \$ 3,731.76 | \$ 3,731.76 | \$ 7,463.52 |
| Wu, Hua Bin | \$ 1,785.84 | \$ 1,785.84 | \$ 3,571.68 |
| Wu, Ming Qin | \$ 591.02 | \$ 591.02 | \$ 1,182.04 |
| Wu, Tian Gan | \$ 3,704.75 | \$ 3,704.75 | \$ 7,409.50 |
| Xie, Cheng Hai | \$ 502.27 | \$ 502.27 | \$ 1,004.54 |
| Xie, Zuo Jie | \$ 2,992.68 | \$ 2,992.68 | \$ 5,985.36 |
| Xu, Rui Chen | \$ 80.59 | \$ 80.59 | \$ 161.18 |
| Yan, Jing | \$ 895.19 | \$ 895.19 | \$ 1,790.38 |
| Yang, Chuan Hang | \$ 2,041.72 | \$ 2,041.72 | \$ 4,083.44 |
| Yang, Li Hua | \$ 5,719.16 | \$ 5,719.16 | \$ 11,438.32 |
| Yu Zhi Rong | \$ 9,227.14 | \$ 9,227.14 | \$ 18,454.28 |
| Yu, Cheng | \$ 10,062.53 | \$ 10,062.53 | \$ 20,125.06 |
| Zhang, Jian Guang | \$ 53.73 | \$ 53.73 | \$ 107.46 |
| Zhang, Mei Juan | \$ 100.81 | \$ 100.81 | \$ 201.62 |
| Zhang, Xiao Xing | \$ 212.48 | \$ 212.48 | \$ 424.96 |
| Zhang, Ya Hong | \$ 1,175.69 | \$ 1,175.69 | \$ 2,351.38 |
| Zhao, Li Na | \$ 1,043.45 | \$ 1,043.45 | \$ 2,086.90 |
| Zheng, Da | \$ 669.69 | \$ 669.69 | \$ 1,339.38 |

Exhibit "A"

| Employee | Backwages | Liquidated Damages | Total |
|-----------------|----------------------|-------------------------------|----------------------|
| Zheng, Jia Fa | \$ 654.73 | \$ 654.73 | \$ 1,309.46 |
| Zheng, Jing Fei | \$ 139.52 | \$ 139.52 | \$ 279.04 |
| Zheng, Lan Yu | \$ 1,495.76 | \$ 1,495.76 | \$ 2,991.52 |
| Zheng, Mei Rong | \$ 1,692.48 | \$ 1,692.48 | \$ 3,384.96 |
| Zheng, Sen | \$ 564.16 | \$ 564.16 | \$ 1,128.32 |
| Zheng, Wen Bin | \$ 3,669.78 | \$ 3,669.78 | \$ 7,339.56 |
| Zheng, Xue Yin | \$ 4,134.13 | \$ 4,134.13 | \$ 8,268.26 |
| Zhou, Qiu Rong | \$ 1,065.42 | \$ 1,065.42 | \$ 2,130.84 |
| TOTAL | \$ 207,500.00 | \$ 207,500.00 | \$ 415,000.00 |

DEBIT B

Dept of Labor - Super China Buffet Settlement

Amortization and Payment Schedule

| Annual Interest Rate | 3.00% | | | | | |
|----------------------|---------------------------|------------------|-------------------|----------------------------------|--------------|-----------------------------|
| Settlement Amount | 420,000.00 | | | | | |
| Date Number | Payment | Interest | Principal | Interest Portion Loan Balance | Payment | Total Settlement Balance |
| Settlement Date (0) | | | | | | |
| 0 | | | | 295,000.00 | | 420,000.00 |
| 1 | 11,437.50 | 737.50 | 10,700.00 | 284,300.00 | (120,000.00) | 300,000.00 |
| 2 | 11,410.75 | 710.75 | 10,700.00 | 273,600.00 | (10,700.00) | 289,300.00 |
| 3 | 11,384.00 | 684.00 | 10,700.00 | 262,900.00 | (10,700.00) | 278,600.00 |
| 4 | 11,357.25 | 657.25 | 10,700.00 | 252,200.00 | (10,700.00) | 267,900.00 |
| 5 | 11,330.50 | 630.50 | 10,700.00 | 241,500.00 | (10,700.00) | 257,200.00 |
| 6 | 11,303.75 | 603.75 | 10,700.00 | 230,800.00 | (10,700.00) | 246,500.00 |
| 7 | 11,277.00 | 577.00 | 10,700.00 | 220,100.00 | (10,700.00) | 235,800.00 |
| 8 | 11,250.25 | 550.25 | 10,700.00 | 209,400.00 | (10,700.00) | 225,100.00 |
| 9 | 11,223.50 | 523.50 | 10,700.00 | 198,700.00 | (10,700.00) | 214,400.00 |
| 10 | 11,196.75 | 496.75 | 10,700.00 | 188,000.00 | (10,700.00) | 203,700.00 |
| 11 | 11,170.00 | 470.00 | 10,700.00 | 177,300.00 | (10,700.00) | 193,000.00 |
| 12 | 11,143.25 | 443.25 | 10,700.00 | 166,600.00 | (10,700.00) | 182,300.00 |
| 13 | 11,116.50 | 416.50 | 10,700.00 | 155,900.00 | (10,700.00) | 171,600.00 |
| 14 | 11,089.75 | 389.75 | 10,700.00 | 145,200.00 | (10,700.00) | 160,900.00 |
| 15 | 11,063.00 | 363.00 | 10,700.00 | 134,500.00 | (10,700.00) | 150,200.00 |
| 16 | 11,036.25 | 336.25 | 10,700.00 | 123,800.00 | (10,700.00) | 139,500.00 |
| 17 | 11,009.50 | 309.50 | 10,700.00 | 113,100.00 | (10,700.00) | 128,800.00 |
| 18 | 10,982.75 | 282.75 | 10,700.00 | 102,400.00 | (10,700.00) | 118,100.00 |
| 19 | 10,956.00 | 256.00 | 10,700.00 | 91,700.00 | (10,700.00) | 107,400.00 |
| 20 | 10,929.25 | 229.25 | 10,700.00 | 81,000.00 | (10,700.00) | 96,700.00 |
| 21 | 10,902.50 | 202.50 | 10,700.00 | 70,300.00 | (10,700.00) | 86,000.00 |
| 22 | 10,875.75 | 175.75 | 10,700.00 | 59,600.00 | (10,700.00) | 75,300.00 |
| 23 | 10,849.00 | 149.00 | 10,700.00 | 48,900.00 | (10,700.00) | 64,600.00 |
| 24 | 10,822.25 | 122.25 | 10,700.00 | 38,200.00 | (10,700.00) | 53,900.00 |
| 25 | 10,795.50 | 95.50 | 10,700.00 | 27,500.00 | (10,700.00) | 43,200.00 |
| 26 | 10,768.75 | 68.75 | 10,700.00 | 16,800.00 | (10,700.00) | 32,500.00 |
| 27 | 10,742.00 | 42.00 | 10,700.00 | 6,100.00 | (10,700.00) | 21,800.00 |
| 28 | 6,115.25 | 15.25 | 6,100.00 | - | (6,100.00) | 11,100.00 |
| 28 | Final Payment For Penalty | | | | (5,000.00) | 5,000.00 |
| TOTAL | 305,538.50 | 10,538.50 | 295,000.00 | | | |